purely external and easy to apply, thereby decreasing opportunity for litigation, one of the objects of compensation statutes. See 25 HARV. L. REV. 328, 332. Nevertheless, whether an injury arose "in the course of" the employment has been a frequent subject of dispute. As with the fellow-servant rule, the exact time of beginning and ending labor is not the determining factor. *Riley* v. *Holland & Sons*, [1911] 1 K. B. 1029; *Sharp* v. *Johnson & Co.*, [1905] 2 K. B. 139. An engineer crossing tracks on a private errand was denied recovery because the employment was thereby broken. *Reed* v. *Great W. Ry. Co.*, [1909] A. C. 31. *Contra*, *Goodlet* v. *Caledonian Ry.*, 4 Fraser 986. Compensation was refused a station ticket collector who fell from a train upon which he had stepped for his own purposes. *Smith* v. *Lancashire, etc. Ry.*, [1899] 1 Q. B. 141. But a workman leaving to get a drink recovered; *Keenan* v. *Flemington Coal Co.*, 5 Fraser 164; as did a driver of a wagon hurt while picking up his pipe. *M'Lauchlan* v. *Anderson*, 48 Scot. L. R. 349. See also *Blovelt* v. *Sawyer*, [1904] 1 K. B. 271. A liberal construction of the test laid down seems in accordance with the spirit of the legislation, which is not the extension of liability for wrong doing, but to alleviate an undesirable social condition. Allowing compensation in the principal case is in harmony with that purpose.

MORTGAGES — EQUITY OF REDEMPTION — CLOGGING EQUITY OF REDEMPTION: VALIDITY OF AN OPTION COLLATERAL TO A FLOATING CHARGE. — The appellant loaned money to the respondent, repayable on demand; but, if the interest were duly paid, no demand to be made before September 30, 1915. The debtor had the option to repay at any time after one month's notice. As security, a floating charge upon the debtor's undertaking (business) and property was created. By collateral agreement in the mortgage the debtor gave the lender an option to buy all of a certain by-product acquired up to August 20, 1915. Prior to November, 1913, the debtor paid up the loan. The lender sought to enjoin a breach of the collateral agreement. *Held*, that the respondent should have been enjoined. *Kreglinger* v. *New Patagonia, etc. Co.*, 136 L. T. J. 110 (H. of L.).

The English law prior to the principal case enforced collateral agreements, not unconscionable, to continue during the existence of the security, but not after redemption. They were not invalid simply because "additional to the principal, costs, and interest secured." *Biggs* v. *Hoddinott*, [1898] 2 Ch. 307; *Bunbury* v. *Walker*, 1 Jac. & W. 225. *Contra*, JONES, MORTGAGES, 6 ed., § 1044. On the other hand, agreements, calculated to extend beyond redemption, were unenforceable after redemption. *Noakes & Co., Ltd.*, v. *Rice*, [1902] A. C. 24; *Bradley* v. *Carrett*, [1903] A. C. 253 (overruling *Stantley* v. *Wilde*, [1899] 2 Ch. 474). An absolute day of cleavage was thus created. After the repayment of his loan the mortgagor should be "free from interference in his enjoyment again of full ownership." See 21 HARV. L. REV. 472–473. In the principal case the court admits that the rule against clogging equities applies to floating charges, but in some way, not indicated, distinguishes the cases cited above. Any distinction based upon the independent character of the agreement seems tenuous. Moreover, it allows creditors to overreach debtors by means of collateral agreements, substantially within the rule of *Bradley* v. *Carrett*, *supra*, but brought within the rule of the principal case by extending the law day of the mortgage beyond the date for terminating the collateral agreement, but with an option in the mortgagor to repay sooner. See 136 L. T. J. (Eng.) 137, 138. Such a result seems indefensible. For a discussion of the rule against clogging the equity, see 13 HARV. L. REV. 595; 15 HARV. L. REV. 661; 21 HARV. L. REV. 468–473.

NUISANCE — WHAT CONSTITUTES A NUISANCE — INJURY TO PRIVATE PROPERTY BY RAILROAD. — The defendant's railroad, though operated without